

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

PROQUEST LLC,
a foreign limited liability company,

Plaintiff,

Case No.

v.

Hon.

E-TECHNOLOGIES SOLUTIONS
CORP., a Florida corporation,

Defendant.

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COMPLAINT

Plaintiff, PROQUEST LLC, by and through its attorneys, ABBOTT NICHOLSON, P.C., for its Complaint against Defendant E-TECHNOLOGIES SOLUTIONS CORP. states as follows:

PARTIES AND JURISDICTION

1. Plaintiff PROQUEST LLC (“ProQuest”) is a Delaware limited liability company registered to do business in the state of Michigan, with its primary place of business located in Ann Arbor, Michigan. The sole member of ProQuest is a Maryland corporation with principal places of business in Maryland and New York.

2. Defendant E-TECHNOLOGIES SOLUTIONS CORP. (“E-Tech”) is a Florida corporation with its principal place of business located at 2711 Vista Parkway B-7, West Palm Beach, Florida 33411.

3. ProQuest is a corporate citizen of the state of Delaware and Michigan. E-Tech is a corporate citizen of the state of Florida. The matter in controversy exceeds the sum of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs. Therefore, pursuant to 28 U.S.C. § 1332, this Court has diversity jurisdiction over this matter.

4. Venue is proper pursuant to 28 U.S.C. § 1391.

GENERAL ALLEGATIONS

5. On June 1, 2014, ProQuest and E-Tech entered into a certain Distributor Agreement pursuant to which, among other things, E-Tech would distribute information products produced by ProQuest. The Distributor Agreement was twice amended: Amendment One, dated September 1, 2014, and Amendment Two, dated May 1, 2016 (the Distributor Agreement and amendments are collectively “Agreement”). A copy of the Agreement is attached hereto as **Exhibit A** and its terms are incorporated herein by reference.

6. Pursuant to the terms of the Agreement, E-Tech was the non-exclusive representative for the sale of ProQuest products to customers in specific

territories. E-Tech would pay ProQuest by wire transfer within sixty (60) days of ProQuest's invoice for the products licensed to customers. (See Exhibit A, §4 d)).

7. E-Tech has failed to pay ProQuest as required under the Agreement.

8. Given the failure of E-Tech to make payment pursuant to the Agreement, on December 4, 2018, ProQuest terminated the Agreement and demanded payment of all sums due under the Agreement. See **Exhibit B**.

9. As of December 31, 2018, the amount of Four Million Forty-Nine Thousand Five Hundred Thirty-Seven and 00/100 Dollars (\$4,049,537.00) is due and owing from E-Tech to ProQuest. Additional amounts will be included for product sold up to and including January 3, 2019, the last date of the Agreement.

10. Pursuant to the terms of the Agreement, upon termination, E-Tech is obligated to pay ProQuest all "outstanding fees up to and including the date that access to the ProQuest Products is closed within thirty (30) days of termination or expiration of this Agreement." (See Exhibit A, §6 c) (ii)).

COUNT I BREACH OF CONTRACT

11. ProQuest incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

12. E-Tech has first materially breached the Agreement by failing, refusing, or neglecting, notwithstanding demand, to make payment to ProQuest as promised under the Agreement.

13. Given the breach of the Agreement by E-Tech, ProQuest has been damaged, as of December 31, 2018, in the amount of \$4,049,537.00, plus interest, attorney fees and other costs of collection as an element of damages pursuant to the Agreement. Additional amounts will be included for product sold up to and including January 3, 2019, the last date of the Agreement.

WHEREFORE, Plaintiff PROQUEST LLC respectfully requests that this Honorable Court award it damages against E-TECHNOLOGIES SOLUTIONS CORP. in an amount no less than \$4,049,537.00, plus interest, attorney fees and other costs of collection, to date of satisfaction, so wrongfully incurred by ProQuest in having to bring this action, and such other further relief as this Court deems just under the circumstances.

COUNT II
ACTION ON ACCOUNT

14. ProQuest incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

15. This count is alleged in the alternative.

16. E-Tech has had an unpaid or unsettled account with ProQuest for the products sold and delivered, which account was left open during the term of the Agreement.

17. Upon termination of the Agreement, the account became terminated, closed, and settled.

18. As the time of termination, E-Tech was obligated to ProQuest in the amount of \$4,049,537.00.

19. There is presently due and owing on the account, over and above all legal counterclaims, the sum of \$4,049,537.00 as of December 31, 2018. Additional amounts will be included for product sold up to and including January 3, 2019, the last date of the Agreement.

20. E-Tech has not objected to the balance and has not paid the outstanding invoices as promised under the Agreement.

21. Attached hereto as **Exhibit C** is a Declaration of Statement of Account.

22. As a result of E-Tech's wrongful failure to pay the overdue balance, ProQuest has suffered damages as set forth above.

WHEREFORE, Plaintiff PROQUEST LLC respectfully requests that this Honorable Court award it damages against E-TECHNOLOGIES SOLUTIONS CORP. in an amount no less than \$4,049,537.00, plus interest, attorney fees and other costs of collection, to date of satisfaction, so wrongfully incurred by ProQuest in having to bring this action, and such other further relief as this Court deems just under the circumstances.

**COUNT III
QUANTUM MERUIT**

23. ProQuest incorporates by reference the allegations contained in all preceding paragraphs of this Complaint.

24. This count is alleged in the alternative.

25. E-Tech received the benefit of products delivered by ProQuest to E-Tech.

26. The reasonable total value of the goods provided by ProQuest to E-Tech is \$4,049,537.00.

27. Under the theory of quantum meruit, ProQuest is entitled to be compensated for the fair value of the goods provided to and accepted by E-Tech.

28. E-Tech has failed to pay ProQuest the total fair value of the services and/or goods provided to and accepted by E-Tech, thereby causing damage to the ProQuest.

29. Under the theory of quantum meruit, ProQuest has been damaged by E-Tech in the amount of \$4,049,537.00 as of December 31, 2018.

WHEREFORE, Plaintiff PROQUEST LLC respectfully requests that this Honorable Court award it damages against E-TECHNOLOGIES SOLUTIONS CORP. in an amount no less than \$4,049,537.00, plus interest, attorney fees and other costs of collection, to date of satisfaction, so wrongfully incurred by ProQuest in having to bring this action, and such other further relief as this Court deems just under the circumstances.

Dated: January 4, 2019

Respectfully submitted,

ABBOTT NICHOLSON, P.C.

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